



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 06, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

44 May 6, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR  
DOUBLEGROVE STREET, ET AL.,  
ROAD PAVEMENT IMPROVEMENT PROJECT  
CITY OF LA PUENTE-COUNTY OF LOS ANGELES  
UNINCORPORATED COMMUNITY OF VALINDA  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

### SUBJECT

This action is to approve the cooperative agreement between the City of La Puente and the County of Los Angeles to provide financing and delegation of responsibilities for the design and construction of the Doublegrove Street, et al., road pavement improvement project.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the Doublegrove Street, et al., road pavement improvement project is categorically exempt from the California Environmental Quality Act.
2. Approve the project and instruct the Chairman of the Board to sign the cooperative agreement with the City of La Puente for the Doublegrove Street, et al., road pavement improvement project. The cooperative agreement provides for the County to perform the preliminary engineering and administer construction of the project, with the City of La Puente and the County to finance their respective jurisdictional shares of the cost of the project. The agreement further provides that the City of La Puente will assign its Federal Surface Transportation Program-Local funds to the County to finance its portion of the project cost, which is currently estimated to be \$31,000. The total project cost is currently estimated to be \$2,300,000 with the County's share being \$2,269,000.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to obtain approval of the project and to instruct the Chairman of the Board to sign the enclosed cooperative agreement with the City of La Puente. The City and the County propose to improve the pavement on various road segments that are jurisdictionally shared between the City and the County by micromilling the existing pavement, applying a scrub seal over the micromilled pavement, applying a Polymer Modified Emulsion-Reclaimed Asphalt Pavement slurry seal over the scrub seal, and constructing or modifying curb ramps. The Board's approval of the cooperative agreement is necessary for the financing and delegation of responsibilities for the project.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the subject roadways, residents of the City, nearby cities, and unincorporated County communities who travel on these streets will benefit and their quality of life will be improved.

## **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$2,300,000 with the City's share estimated to be \$31,000 and the County's share estimated to be \$2,269,000. In addition to the construction contract cost, the total project cost includes the cost of plans, specifications, consultant services, survey, material testing, construction engineering, inspection, contract administration, change order contingency, contribution to the Contract Cities Liability Trust Fund, and other County services.

The County's share of the project cost will be financed with Proposition 1B funds under the Local Streets and Road Improvement, Congestion Relief, and Traffic Safety Account of 2006. The necessary funds required for the preliminary engineering cost of this project is included in the First Supervisorial District's Road Construction Program in the Fiscal Year 2013-14 Road Fund Budget. Through the annual budget process, sufficient appropriation will be included in the First Supervisorial District's Road Construction Program in the Fiscal Year 2014-15 Road Fund Budget to finance the construction cost of the project.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The cooperative agreement has been approved, as to form, by County Counsel and executed by the City.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

The cooperative agreement, which was approved by the City Council on March 25, 2014, provides for the County to perform the preliminary engineering and administer construction of the project. The cooperative agreement further provides for the City to finance its jurisdictional share of the project cost by assigning its Federal Surface Transportation Program-Local funds to the County. The City's actual cost will be based upon a final accounting after completion of the project.

The Los Angeles County Metropolitan Transportation Authority has established procedures that permit the transfer of Federal Surface Transportation Program-Local funds between public agencies. Approval of the cooperative agreement is required under these procedures. This transfer of funds is mutually beneficial to and in the general interest of the City and the County.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class 1(x), Subsections 2, 14, 18, and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board. These exemptions provide for resurfacing roadway pavement; reconstructing existing sidewalk, curbs, and gutters; new street drainage facilities that do not discharge onto private property; and maintenance of existing roadway facilities.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Improvement of the road segments under the Doublegrove Street, et al., project, which is on the County Highway Plan, are needed and are of general County interest.

The Doublegrove Street, et al., road pavement improvement project is tentatively scheduled to be awarded in the fall of 2014 with the start of construction a few months after.

### **CONCLUSION**

Please return one adopted copy of this letter and two originals of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

**AGREEMENT AND ASSIGNMENT OF  
FEDERAL SURFACE  
TRANSPORTATION PROGRAM – LOCAL FUNDS**

THIS AGREEMENT AND ASSIGNMENT, is made and entered into by and between the CITY OF LA PUENTE, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

**WITNESSETH**

WHEREAS, Doublegrove Street is designated as a collector roadway in the Circulation and Infrastructure Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to improve the roadway pavement of the following segments, which are jurisdictionally shared between CITY and COUNTY:

Segment	Scope of Work	Thomas Guide	Length (feet)	Jurisdiction Shared
Aileron Avenue – Amar Road to Maplegrove Street	Micro mill, scrub seal, and slurry seal	638-D4 638-E4	1820	CITY and COUNTY
Ballista Avenue – Fairgrove Avenue to 150 feet North of Fairgrove Avenue	Micro mill, scrub seal, and slurry seal	638-E4	150	CITY

WHEREAS, the work will consist of micro milling the full width of existing pavement; applying a scrub seal over the micro-milled pavement; applying a Polymer Modified Emulsion-Reclaimed Asphalt Pavement slurry seal over the scrub seal; and constructing or modifying curb ramps at locations where right-of-way acquisitions, utility relocation, and other improvements beyond the foot print of a standard curb ramp is not required; and

WHEREAS, the aforementioned work, which is included in a COUNTY-administered project named Doublegrove Street, et al., (hereinafter referred to as PROJECT), includes work on other street segments that are not mentioned in this AGREEMENT; and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000.00) with CITY'S estimated share being Thirty-One Thousand and 00/100 Dollars (\$31,000.00) and COUNTY'S estimated share being Two Million Two Hundred Sixty-Nine Thousand and 00/100 Dollars (\$2,269,000.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT, currently estimated to be Thirty-One Thousand and 00/100 Dollars (\$31,000.00), by assigning Thirty-One Thousand and 00/100 Dollars (\$31,000.00) of available Federal Surface Transportation Program-Local (STP-L) funds to COUNTY in lieu of cash; and

WHEREAS, COUNTY is willing to accept the CITY'S assignment of Federal STP-L funds and utilize the assignment as credit toward the CITY'S share of COST OF PROJECT; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of Federal STP-L funds between public agencies; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the respective portions of Aileron Avenue from Amar Road to Maplegrove Street and Ballista Avenue from Fairgrove Avenue to 150 feet north of Fairgrove Avenue, within the geographical boundary of the CITY and within the unincorporated COUNTY areas mentioned in this AGREEMENT AND ASSIGNMENT.

- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT AND ASSIGNMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the total of all payments to the construction contractor(s) for PROJECT, the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT AND ASSIGNMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING; CONSTRUCTION ADMINISTRATION; right-of-way acquisition and clearance matters; and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To finance CITY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph 4) a., below.

- b. To assign Thirty-One Thousand and 00/100 Dollars (\$31,000.00) of CITY'S available Federal STP-L funds to COUNTY as credit to finance its estimated jurisdictional share of COST OF PROJECT (CITY'S PAYMENT). Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by COUNTY.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- d. To provide COUNTY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
- e. Upon receipt of permit application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY any necessary permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION at no cost to COUNTY.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction of bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.

- i. Upon completion of PROJECT to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.
- 3) COUNTY AGREES:
- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
  - b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, COUNTY'S actual share will be determined by a final accounting pursuant to paragraph 4) a., below.
  - c. To accept the CITY'S assignment of Federal STP-L funds and apply a credit of Thirty-One Thousand and 00/100 Dollars (\$31,000.00) to finance the estimated CITY'S share of COST OF PROJECT.
  - d. To obtain CITY'S approval of plans for PROJECT prior to solicitation for construction bids.
  - e. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
  - f. To furnish CITY within two hundred fifty (250) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
  - g. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense, all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.
  - h. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT AND ASSIGNMENT.
  - i. In the event that a preliminary notice, stop payment notice, and/or action to enforce a stop payment notice is filed on the PROJECT, to provide CITY with a copy of same within three (3) business days. COUNTY shall be responsible for withholding the funds in compliance with Civil Code § 9350 et seq.



4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements, including all engineering, administration, and all other costs incidental to PROJECT work, located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT, except as provided for in paragraph 4) b. below. The cost of all work or improvements, including all engineering, administration, and all other costs incidental to PROJECT work, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
- b. On the basis of the Scope of Work for PROJECT within CITY jurisdiction as identified in this AGREEMENT, CITY'S jurisdictional share of the COST OF PRELIMINARY ENGINEERING is defined as CITY'S actual jurisdictional share of the COST OF PRELIMINARY ENGINEERING as provided for in paragraph 4) a., above or 15 percent (15%) of CITY'S actual jurisdictional share of the COST OF CONSTRUCTION CONTRACT, whichever is less. CITY'S jurisdictional share of the COST OF CONSTRUCTION ADMINISTRATION is defined as to the CITY'S actual jurisdictional share of the COST OF CONSTRUCTION ADMINISTRATION as provided for in paragraph 4) a., above or 15 percent (15%) of CITY'S actual jurisdictional share of the COST OF CONSTRUCTION CONTRACT, whichever is less. If at any time CITY requests COUNTY to perform additional work that requires PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance, or other work above and beyond the basis of the Scope of Work for PROJECT within CITY jurisdiction as identified in this AGREEMENT, this paragraph 4) b. shall be declared null and void.
- c. That if at final accounting CITY'S jurisdictional share of COST OF PROJECT exceeds CITY'S assignment of Federal STP-L funds, as set forth in paragraph 2) b., above, CITY shall, upon review and approval of final accounting invoice as described in paragraph 4) d., below, pay to COUNTY the additional amount upon demand or assign additional CITY Federal STP-L funds to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY share of COST OF PROJECT is less than the said assignment, COUNTY shall credit the difference to CITY'S available Federal STP-L funds within thirty (30) days of the date COUNTY furnishes CITY with the final accounting.

- d. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- e. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address for payment of CITY funds. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT within CITY'S JURISDICTION. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- g. This AGREEMENT AND ASSIGNMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments, modifications, and termination of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works/City Engineer or their delegates.
- h. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY: Mr. David Carmany  
City Manager  
City of La Puente  
15900 East Main Street  
La Puente, CA 91744-4788

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- i. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT.
- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT AND ASSIGNMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- k. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT.

- l. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT AND ASSIGNMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- m. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT AND ASSIGNMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- n. The provisions of this AGREEMENT AND ASSIGNMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32063 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.
- o. That the COUNTY authorizes the COUNTY Director of Public Works to assign to the CITY all of its right, title, and interest in any unexpired portion of the one-year warranty granted to the COUNTY by the construction contractor performing the road improvement work. This assignment is effective following completion of PROJECT.



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized by the CITY OF LA PUENTE on March 25, 2014, and by the COUNTY OF LOS ANGELES on May 6, 2014.

COUNTY OF LOS ANGELES

By Alan Krabe  
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By Antela  
Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Antela  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By For J. Weigman  
Deputy

CITY OF LA PUENTE

By Charlie Klinakis  
Charlie Klinakis, Mayor

**ADOPTED**  
BOARD OF SUPERVISORS

**#44 MAY 06 2014**

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

ATTEST:

By Pat Jacquez-Nares  
Pat Jacquez-Nares, CMC, City Clerk

APPROVED AS TO FORM:

By James M. Casso  
James M. Casso, City Attorney

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